

EXHIBIT D



May 15, 2023

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VIA E-MAIL AND
FEDERAL EXPRESS

Luke Kohan
FirmKey Solutions
5 Hamlet Drive
Commack NY 11725
lukekohan5@gmail.com

Re: PERSONAL & CONFIDENTIAL
Your Post-Employment Obligations to Paro

Dear Mr. Kohan:

Neal Gerber & Eisenberg LLP represents Admiin Inc. d/b/a Paro Inc. (“Paro” or the “Company”). Paro asked me to contact you regarding your ongoing legal obligations to the Company. Please direct, or, if you are represented, please have your counsel direct, all future correspondence in this matter to my attention.

As you will recall, you entered into a Non-Competition, Non-Solicitation, Non-Disclosure and Invention Assignment Agreement with Paro effective as of October 3, 2020 (the “Employment Agreement”). A copy of the Employment Agreement is enclosed for your ease of reference. The Employment Agreement expressly prohibits you from misusing or disclosing Paro’s confidential information and trade secrets you learned about during your 2+ years of employment with the Company (Section 2) – and, for the one-year restricted period following your separation from Paro (for any reason), restricts you from opening up or going to work for any competitive Business (Section 4) or from, directly or indirectly, soliciting Paro’s customers or employees (Section 7). You should know that Paro takes its agreements seriously.

It has come to our attention that shortly after you resigned from Paro in February 2023, you founded and began operating and marketing a directly competitive Business, within the meaning of Section 4 of your Employment Agreement. Specifically, you founded a company called FirmKey Solutions, www.firmkeysolutions.com, which, directly competitively to Paro, purports to provide finance and accounting solutions to businesses.

While we are continuing to investigate the full extent of your violations of the Employment Agreement, there is no reasonable question that your above-referenced activities are in direct breach of your post-employment, contractual obligations to Paro. As such, this letter is intended



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as a formal written notice and demand to you to cease and desist immediately from further competitive activities and any other violations of your Employment Agreement. That means, among others, that you must immediately cease operating (in any manner) FirmKey Solutions, and immediately take down the FirmKey Solutions website and change your LinkedIn status. Should you fail to comply with this cease & desist demand, we have been instructed to take all steps appropriate to protect Paro's business and legal interests, including by filing legal action and seeking injunctive and other proper relief against you, consistent with the terms of your Employment Agreement.

Please contact me – or, if you are represented, please have your legal counsel to contact me – no later than by close of business on Wednesday, May 17, 2023, to confirm you have received, and will fully comply with, the immediate cease and desist instruction made in this letter.

Due to the potential need to proceed in litigation, you are also hereby notified of your legal hold obligations. Specifically, please take – and please ensure that FirmKey Solutions, and any of its employees, contractors and other agents, also take – all necessary steps to preserve all forms of paper and electronic evidence that will be relevant to this matter. Paro demands that each of you preserve and not delete, discard, overwrite or otherwise destroy original and all copies of all paper and documents, including emails, instant and text messages, PDF and other electronically-stored documents, correspondence, memoranda, faxes, charts, plans, graphs, notes, photographs, recorded voicemails and any and all other documents or tangible materials – whether stored on your or FirmKey computers, or in any other storage device such as a smartphone or iPhone – relating to your resignation from Paro, your starting of FirmKey Solutions, and any communications you have had with any of Paro's current or former employees and customers related to FirmKey Solutions.

I appreciate your prompt attention to and cooperation in this serious matter, and await a response from you, or from your counsel, by May 17, 2023.

Very truly yours,

NEAL, GERBER & EISENBERG LLC

/s/ Sonya Rosenberg

Enclosure – Luke Kohan's Employment Agreement

cc: Michael Burdick – Paro
Mike Chen – Paro